

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973
—
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

May 17, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDED 23491
MAY 17 '01 8-47 PM
75
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are five (5) copies of a TILC Bill of Sale, dated as of May 17, 2001, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Seller: Trinity Industries Leasing
Company
2525 Stemmons Freeway
Dallas, Texas 75207

[Buyer: Trinity Rail Leasing I L.P.]

A description of the railroad equipment covered by the enclosed document is:

One thousand four hundred and ninety-five (1495) railcars bearing ASHX, CHVX, ECUX, ITDX, NKCR, PGTX, TILX and TIMX reporting marks and road numbers in Schedule 1 attached to the Memorandum.

Mr. Vernon A. Williams
May 17, 2001
Page Two

A short summary of the document to appear in the index is:

TILC Bill of Sale.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

23491

TILC BILL OF SALE

MAY 17 '01 3:47 PM

SURFACE TRANSPORTATION BOARD

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation ("TILC" or, used herein, the "Seller"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by TRINITY RAIL LEASING I L.P., a Texas limited partnership (the "Limited Partnership"), under the Transfer and Assignment Agreement (the "Transfer and Assignment Agreement"), dated as of May 17, 2001, by and between the Seller and the Limited Partnership, at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Limited Partnership and its successors and assigns all right, title, and interest of the Seller, in and to the items of railroad rolling stock, together with any and all accessions, additions, improvements, appurtenances, accessories, parts and other equipment or property incorporated on, installed on or attached to such items (collectively, the "Equipment") set forth on Schedule 1 hereto which have been delivered by the Seller pursuant to the Transfer and Assignment Agreement and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Equipment by the manufacturer thereof.

To have and to hold all and singular the rights to the Equipment to the Limited Partnership and its successors and assigns for their own use and behalf forever.

And the Seller hereby warrants to the Limited Partnership and its successors and assigns that, at the time of delivery of the Equipment, the Seller has legal and beneficial title thereto and good and lawful right to sell the Equipment, and the Equipment is free and clear of all Liens (other than Permitted Liens of the type described in clause (ii) of Section 3.6(h) of the Participation Agreement with respect to the Existing Equipment Subleases, and in clauses (iii), (iv) and (v) of the definition thereof); provided, however, that the Seller covenants that it will defend forever such title to the Equipment against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of the Equipment by the Seller hereunder. Notwithstanding the provisions above and its and the Limited Partnership's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Limited Partnership all right, title and interest of the Seller in the Equipment, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Limited Partnership a security interest in the Equipment. Such grant of a security interest does not constitute an admission or acknowledgment that the

transactions contemplated by the Transfer and Assignment Agreement provide that this Bill of Sale is other than a grant, bargain, sale, transfer, assignment and set over to the Limited Partnership of all right, title and interest of the Seller in the Equipment. Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Equipment Lease Agreement (TRLI 2001-1A), dated as of May 17, 2001, between the Limited Partnership, as Lessee, and TRLI 2001-1A Railcar Statutory Trust, a Connecticut statutory trust, by State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee, as Lessor.

This Bill of Sale shall be governed by the laws of the State of New York.

* * *

TILC Bill of Sale

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed
in its name, by a duly authorized officer on the 17 day of May, 2001.

TRINITY INDUSTRIES LEASING COMPANY

By: 

Name: Eric Marchetto

Title: Vice President

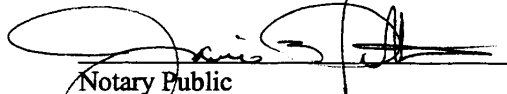
STATE OF ILLINOIS)

)SS:

COUNTY OF COOK)

I, Janice E. Patton, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric Marchetto personally known to me to be the Vice President of TRINITY INDUSTRIES LEASING COMPANY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as said Vice President, as his free and voluntary act and as the free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 17th day of May, 2001.


Notary Public
Printed
Name: Janice E. Patton
My Commission expires on:
1/16/2003

[SEAL]



Schedule 1

TILC Bill of Sale

Equipment


Car Marks	Number of Units
TIMX 201050-201057	8
TILX 400437-400559, 400579-400592	137
TILX 301618-301710	93
TILX 260875-260894	20
CHVX 100101-100145	45
TILX 220057-220060	4
TILX 16180, 16182, 16184-16185, 16187-16194, 16200, 16202-16204, 16206-16211, 16215, 16216, 16235-16237, 16239-16242, 16244, 16246, 16248, 16250, 16252, 16255-16258, 16260, 16262, 16263, 16265, 16267-16270	48
TILX 200174-200193	20
ITDX 5001-5100	100
TIMX 201086-201115	30
TILX 290159-290165	7
TILX 58247-58296	50
TIMX 32040-32089	50
TILX 5688-5723	36
TILX 5724-5739, TIMX 5651	17
TILX 5670-5677	8
TILX 16181, 16195-16199, 16201, 16205, 16212- 16214, 16217-16234, 16238, 16243, 16245, 16247, 16249, 16251, 16253, 16254, 16259, 16261, 16264, 16266, 16271-16279	50
TILX 290166-290185	20
TILX 290186-290205	20
TILX 290206-290225	20
TILX 220050-220056	7
TILX 320017, 320018, 320020, 320022, 320023, 320025-29, 320040, 320042, 320045-320047	15
NKCR 1175-1224	50
TIMX 201067-201085	19
TILX 170181-170182	2
TILX 250232, 250239, 250242, 250243, 250250, 250256, 250300, 250301	8
TILX 400560-400578	19
TILX 301760-301777	18
TILX 301491-301492, 301778-301793	18
ECUX 299126	1
PGTX 99501-99535	35
PGTX 425001-425042	42
PGTX 400181-400220	40
PGTX 400149-400180	32
PGTX 400076-400107, 400121-400124	36
PGTX 400108-400114, 400120, 400128-400148	29
PGTX 400115-400119, 400125-400127, 400221- 400230	18
PGTX 400231-400246	16
PGTX 400247-400248	2
TILX 250270-250299	30
ASHX 1250-1524	275

1,495

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: May 17, '01



Robert W. Alvord